

STATE OF INDIANA ) IN THE HENDRICKS COUNTY CIRCUIT COURT  
 ) SS:  
COUNTY OF HENDRICKS ) AVC NO. 07-003

IN RE: HUBLER NISSAN, INC., ) MISCELLANEOUS  
doing business as, Hubler Mazda West, ) DOCKET NO. \_\_\_\_\_  
Respondent. ) 32601-0701-MI-

FILED  
CLERK OF HENDRICKS COUNTY  
2007 JAN 25 AM 9:00  
*Erin J. Spence*

**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Mary Ann WehmueLLer, and the Respondent, Hubler Nissan, Inc., d/b/a, Hubler Mazda West, enter into an Assurance of Voluntary Compliance (Assurance) pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties agree:

1. Respondent is an Indiana Corporation engaged in the sale of motor vehicles with a principle place of business located at 2260 East Main Street, Plainfield, Indiana, and transacts business with Indiana consumers.

2. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, successors, and assigns.

3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 *et seq.*

4. Respondent will refrain from making and shall not make, cause to be made, or permit to be made, expressly or by implication, any representation that it can deliver title within a stated time frame when Respondent knows or should reasonably know it cannot.

5. Respondent will immediately comply with all provisions of Ind. Code §9-17-3-3, including but not limited to:

- a. endorsing the certificate of title for a vehicle which is sold or has ownership transferred by Respondent;
- b. delivering the endorsed certificate of title to the purchaser or transferee at the time of sale or delivery;
- c. if the conditions under Ind. Code §9-17-3-3(a)(4)(A-E) are met, delivering the endorsed certificate of title to the purchaser or transferee within twenty-one (21) days after the date of sale.

6. Respondent will immediately comply with all provisions of Ind. Code §9-18-26-10 and 140 IAC 3.5-2-15, including but not limited to, issuing no more than one interim license plate to a motor vehicle purchaser.

7. Upon execution of this Assurance, Respondent shall pay three hundred dollars (\$300.00) to the Office of the Attorney General for its costs of investigation.

8. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

9. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

10. The Office of the Attorney General shall file this Assurance with the Circuit Court of Hendricks County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 25<sup>th</sup> day of JAN., 2007.

STATE OF INDIANA

STEVE CARTER  
Attorney General of Indiana

By: Mary Ann Wehmüller

Mary Ann Wehmüller  
Deputy Attorney General  
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RESPONDENT

Hubler Nissan, Inc.  
d/b/a Hubler Mazda West

Robert Wilson  
Name

Robert Wilson  
Printed Name

Secretary - Treasurer  
Title

**FILED**

JAN 30 2007

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2007 Jeffrey V. Blum  
JUDGE HENDRICKS CIRCUIT COURT

[Signature]  
Judge, Hendricks County Circuit Court